

EXHIBIT C

SELLER'S NOTICE TO THE PLAN SUPPORT AGREEMENT

This Seller's Notice to the Plan Support Agreement dated as of March 10, 2010 and as amended through the date hereof (the "PSA," a copy of which, excluding Schedule 1 thereto, is attached hereto as Annex I), by and among LyondellBasell Industries AF S.C.A. ("LBI AF") and the Consenting Holders signatory thereto, is executed and delivered by [_____] (the "Selling Consenting Holder Party") as of [_____] , 2010. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the PSA.

- Party hereby—
1. Representations and Warranties. The Joining Consenting Holder
 - a. represents and warrants that (i) it is transferring the Consenting Holder Claims in the amounts set forth on Schedule 1 hereto (the "Assigned Claims"), and (ii) upon consummation of such acquisition under the applicable agreement to which such Assigning Claims relate, it will no longer be the legal or beneficial owner of the Assigning Claims; and
 - b. represents and warrants that (1) it has provided a copy of the PSA (and each of the exhibits thereto) and the Approval Order to the recipient of the Assigned Claims , (2) it consents to the delivery of this Sellers' Notice to the Debtors (and any other parties) as set forth in the Approval Order, (3) it agrees to abide by and not contest any of the provisions of the Approval Order, including, without limitation, the exclusive jurisdiction of the Bankruptcy Court to enforce the PSA and this Sellers' Notice and the remedy of specific performance as set forth therein (pursuant to which, to the extent permitted by applicable law (and as set forth in the PSA), it shall pay the Debtors and any third party beneficiary with respect to the PSA, any fees and expenses (including, without limitation, reasonable attorneys' fees) expended by such parties to specifically enforce the terms of the PSA) and in the PSA.
 2. Governing Law. Except to the extent that the Bankruptcy Code or Federal Rules of Bankruptcy Procedure are applicable, this Sellers' Notice shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of law principles thereof.
 3. Notice. Any notice required or desired to be served, given or delivered to the Selling Consenting Holder Party under the PSA shall be in writing, and shall be deemed to have been validly served, given or delivered upon receipt if provided by personal delivery, sent by recognized overnight courier, or sent by facsimile or similar electronic means to the Selling Consenting Holder Party's notice address as set forth beneath its signature block hereto.

IN WITNESS WHEREOF, the Selling Consenting Holder Party has caused this Joinder to be executed as of the date first written above.

NAME OF INSTITUTION:

By: _____

Name: _____

Title: _____

Address:

Attention:

Fax:

Schedule 1 to Sellers' Notice – Assigned Claims